

THIS EMPLOYMENT AGREEMENT made the ____ day of _____. BETWEEN:

NOVA SCOTIA COLLEGE OF ART & DESIGN UNIVERSITY, a body corporate, (the "University").

- and -

David B. Smith, Professor and University Administrator (the "Interim President")

WHEREAS it is the desire of the University to have David B. Smith serve as Interim President of the Nova Scotia College of Art & Design University

AND WHEREAS David B. Smith has undertaken to serve as Interim President of Nova Scotia College of Art & Design University on the terms and conditions set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, for and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, Nova Scotia Art & Design University and David B. Smith covenant and agree as follows:

1. TERM

1.1 The term of this Agreement will be for a term commencing on September 1, 2025, and concluding on May 31, 2026. (the "Term"), unless terminated earlier in accordance with the provisions of this Agreement. The appointment as Interim President of the University will commence September 1, 2025. As per Article 12 of the FUNSCAD Collective Agreement, Professor Smith will take leave from the bargaining unit for the duration of the Term, during which union dues will be suspended. Upon conclusion of the Term, Professor Smith shall return to their regular full-time faculty position with the rank of Full Professor and salary placement at the highest step on the grid (currently Step 27), with all service during the excluded appointment recognized as equivalent for the purposes of this Agreement. The Term may be extended by mutual agreement between the Interim President and the University. **Additionally, the Term may be ended early with the provision of one month's notice, should the Board make a permanent appointment.**

1.2 The Interim President warrants that they have the skill, ability and qualifications to perform the duties as President of the University. Furthermore, the Interim President warrants that the personal information provided to the University during the hiring process is accurate.

2. DEVOTE FULL-TIME TO POSITION

2.1 The Interim President agrees with the University to diligently and faithfully perform the functions and duties conferred on or assigned to them by the Board of Governors of the University. The Interim President will devote full time to the position of President and as such exercise such powers and carry out those duties as is incumbent upon one in such office so to do.

2.2 The Interim President will not accept any other employment or remuneration appointment to an agency, board or organization external to the University without the prior approval of the Chair of the Board of Governors.

2.3 The Interim President will be bound by and will faithfully observe and abide by all rules and regulations of the University from time to time in force which are brought to their notice or of which they should reasonably be aware.

2.4 The University agrees to provide one course release (3 credits) to be taken at the conclusion of the Interim appointment at a semester of Professor Smith's choosing, mutually agreed upon with the VPAR.

3. REMUNERATION

3.1 The annual salary of the Interim President, effective September 1, 2025, will be in the amount of \$250,000.

3.2 Should the Interim President's term be extended beyond one year, the annual salary will be reviewed each year by the Governance and Human Resources Committee of the Board of Governors.

3.3 The Board Chair and the Chair of the Governance and Human Resources Committee of the Board of Governors will set on an annual basis, priorities and goals for the Interim President as well as metrics to measure success of these priorities and goals. On a quarterly basis, the Board Chair and the Chair of the Governance and Human Resources Committee will review the Interim President's performance and effectiveness, and the Chair of the Board of Governors will meet with the Interim President to discuss the results of the performance review together with any comments or recommendations arising therefrom.

3.4 The University will be entitled to deduct from the payments under this Agreement any required payroll deductions and the amounts owing by the Interim President to the University.

4. BENEFITS

4.1 The Interim President will continue to be provided with insurance and other benefits as are currently provided.

5. PENSION PLAN

5.1 The Interim President will continue to participate in the University's Pension Plan, subject to the terms and conditions of the Public Service Superannuation Plan.

6. SABBATICAL LEAVE

6.1 In accordance with Article 12 of the FUNSCAD Collective Agreement, the University affirms that the Term as Interim President will be deemed equivalent service and will therefore count toward eligibility for Sabbatical Leave in the 2026/27 academic year.

7. EXPENSES

7.1 The Interim President will be reimbursed in accordance with the University's policies for reasonable and necessary expenses incurred in connection with the fulfillment of their role as President. Expenses will only be reimbursed upon presentation of qualifying receipts. Such expenses are subject to the final approval of the Chair of the Board of Governors or their designate.

7.2 A budget for the President's office expenses has been established for 2025-26 and will be reviewed annually in consultation with the Chief Financial Officer and Chair of the Board of Governors. President's office expenses will not exceed the established budget unless otherwise approved by the Chair of the Board of Governors and the Finance and Physical Resources Committee.

7.3 The Interim President will be reimbursed for all reasonable travel expenses actually and properly incurred in connection with their duties as President. Such expenses will be supported by statements, invoices or vouchers. Travel expenses will not exceed the budget unless otherwise approved by the Chair of the Board of Governors. All travel plans must be pre-approved by the Chair of the Board of Governors.

7.4 The Interim President will be allocated one parking spot in proximity to the Fountain Campus.

8. REMOTE WORK

8.1 The Interim President may work remotely for up to three two-week periods during the Term, with dates subject to approval by the Chair of the Board of Governors. This remote work is intended to support ongoing professional and/or scholarly research commitments in South Africa, in accordance with Article 13.11 of the FUNSCAD Collective Agreement, which recognizes the value of external scholarly activity where it does not conflict with the fulfillment of University responsibilities.

9. TERMINATION

9.1 The Interim President may terminate their employment, at any time during the Term, by providing three (3) months' written notice to the University.

9.2 The University may terminate the employment of the Interim President under this Agreement at any time without just cause by providing the Interim President with three (3) months' written as follows: The notice provided by the University pursuant to Article 10.2 of this agreement may be working notice, pay in lieu of notice or any combination thereof, at the University's option.

9.3 The payments provided to the Interim President pursuant to Article 10.2 of this agreement are provided inclusive of the Interim President's entitlement to reasonable notice, pay in lieu of notice, termination pay under the Labour Standards Code or at common law.

9.4 It is agreed that the above provisions relating to termination without just cause do not apply to any failure to renew this Agreement following the expiry of the Term.

10. DISABILITY

10.1 If the Interim President is unable to discharge their duties because of mental or physical illness or disability, they will be entitled to continuing compensation in accordance with the University's policy on sick leave and, in the event of becoming Totally Disabled, as defined in the long-term disability plan which may be in effect from time to time, they will be entitled to long-term disability benefits in accordance with the plan and, in the case of being Totally Disabled, the University will have no obligation whatsoever to pay to the Interim President the salary provided for under Article 3 of this agreement or to top-up the amount of disability benefits paid to the Interim President.

10.2 Upon the occurrence of the Disability of the Interim President, the Interim President thereupon will be deemed to have resigned from the position and will continue as an employee of the University with continuing entitlement to such disability benefits as they may be eligible to receive as stated above.

10.3 Upon the deemed resignation of the Interim President as Interim President, the University will have the immediate right to appoint a successor as the Interim President.

10.4 The Parties recognize that this provision in these circumstances is not discriminatory for the purposes of the Human Rights Act. For purposes of this, Article 11 of this agreement, but only where capitalized, "Disability" means:

- a) the Interim President's inability to substantially fulfill their duties as Interim President on a full-time basis for a continuous period of three (3) months or more; and
- b) either:
 - i) a determination that the relevant Disability is of indefinite duration and that the medical prognosis indicates that the Interim President will not likely be able to fulfill their duties as Interim President on a full-time basis within one (1) year of the commencement of the said three (3) month period, or
 - ii) written notification from the Interim President (or their personal representative, as the case may be) to the Chair of the Board of Governors that the Interim President does not intend to fulfill their duties as Interim President on a full-time basis within one (1) year of the commencement of the said three (3) month period. If there is any disagreement between the Board of Governors and the Interim President (or their personal representative, as the case may be) as to the Interim President's Disability or as to the date any such Disability began or ended, the same will be determined by a physician mutually acceptable to the Board of Governors and the Interim President whose determination will be conclusive evidence of any such Disability and of the date any such Disability began or ended (provided that if the Board of Governors and the Interim President are unable to identify a mutually acceptable physician who will make such a determination, the issue will be resolved by arbitration in accordance with Article 16 of this agreement.

11. JUST CAUSE

11.1 The University may dismiss the Interim President for cause from the Office of President. Should the Interim President be so dismissed, this Agreement will be terminated, and the University will thereupon be relieved from any further obligation thereunder.

12. TECHNOLOGY

12.1 If required, and subject to the approval of the Chair of the Board of Governors, the University will provide the Interim President with required technological devices (including a non-taxable mobile phone stipend in the amount of \$57.50 paid semi-monthly (via payroll)). All technology provided to the Interim President will remain property of the University to be returned at the end of the term.

13. CONFIDENTIALITY

13.1 The Interim President will not, while employed by the University, nor thereafter, directly or indirectly, without the approval of the Board of Governors:

- a) disclose or use, directly or indirectly, any secret or confidential information, knowledge or data of the University to the detriment of the University howsoever obtained;
- b) divulge to any person, firm or corporation any invention, process, technique, program, service of the University, or any other confidential information, patent application, copyright, trademark or trade secret acquired as a result of their employment or in the course of their employment; or
- c) divulge to any person, firm or corporation any of the confidential financial affairs of the University.

14. CONFLICT OF INTEREST

14.1 For the purposes of identifying and avoiding actual and potential conflicts of interest, the Interim President personally will have a continuing obligation to comply with Policy on Conflict of Interest (as may be amended from time to time) and to disclose to the Board of Governors any personal assets, investments and commercial involvements, and those of their spouse, if known, that may raise concerns about actual and potential conflicts of interest and will, at least annually, provide a formal report to the Board of Governors.

15. DISPUTE RESOLUTION

15.1 In the event of any dispute or difference arising between the parties hereto as to the administration of this Agreement, or the rights, duties or obligations of either party hereunder, it will be settled by way of reference to a single arbitrator and if the parties hereto cannot agree upon a single arbitrator, then such dispute will be settled in accordance with the provisions of the Commercial Arbitration Act of Nova Scotia.

15.2 The parties hereto agree that exhaustion of the arbitration process will be a condition precedent to civil litigation.

16. HEADINGS

16.1 The headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the sections of this Agreement nor in any way affect this Agreement.

17. NOTICES

17.1 All notices hereunder will be in writing and served by e-mail, facsimile or overnight courier to the addresses shown below. Either party may change its address by written notice to the other party.

If to the University:

Chair of the Board of Governors
NSCAD University
5163 Duke Street

If to the President:

president@nscad.ca

Halifax, NS B3J 3J6
e-mail: governance@nscad.ca

18. ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire understanding between the parties hereto with reference to the subject matter hereof, and this Agreement will not be amended or modified in any respect except by written instrument signed by both Parties.

19. APPLICABLE LAW

19.1 This Agreement will be governed by and construed in accordance with the laws of the Province of Nova Scotia, and the laws of Canada applicable therein.

20. SEVERABILITY

20.1 Any provision of this Agreement which is found to be wholly or partly unenforceable will be severable from, and will not affect the enforceability of, the balance of this Agreement.

21. INDEMNIFICATION

21.1 The Interim President and their heirs, executors, administrators and estate will at all times be indemnified and held harmless by the University against all costs, charges and expenses which he or they may sustain or incur in or in connection with any action, claim suit or proceeding brought in respect by any act, deed, matter or thing done or permitted by them in or about the execution of their duties as Interim President, or alleged so to be, except such costs, charges and expenses which arise out of or are occasioned by his own bad faith conduct, willful default or neglect.

22. SUCCESSORS AND ASSIGNS

22.1 The Interim President may not assign this Agreement without the written consent of the University.

22.2 The within Agreement will entire to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and permitted assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this agreement, effective the date first written above.

SIGNED in the presence of:

**NOVA SCOTIA COLLEGE OF ART &
DESIGN UNIVERSITY**



Witness



Per: William Barker
Chair, Board of Governors



Witness



David B. Smith
Interim President